

GTB TECHNOLOGIES
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GTB TECHNOLOGIES, INC. ("GTB") IS WILLING TO PROVIDE THE GTB PRODUCTS TO YOU (AN INDIVIDUAL) AND THE ENTITY (INCLUDING THEIR EMPLOYEES, AGENTS, AFFILIATES INCLUDING AFFILIATES THAT ARE UNDER COMMON OWNERSHIP OR CONTROL WITH, ANOTHER PERSON AND / OR THEIR 3RD PARTY CONTRACTORS WHO PROVIDE SERVICES TO THE ENTITY) THAT YOU REPRESENT ("Licensee") FOR THE EVALUATION, FOR THE SOLE PURPOSE OF LICENSING AND / OR PROCURING GTB SOLUTIONS AND / OR SERVICES AS AN END-USER ("Purpose") AND ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS ALL THE TERMS CONTAINED HEREIN. BY EITHER SIGNING THE GTB ORDER FORM OR BY INSTALLING OR BY USING ANY OF THE GTB PRODUCTS, LICENSEE ACKNOWLEDGES AND AGREES THAT IT (I) UNCONDITIONALLY CONSENTS TO BE BOUND BY AND IS BECOMING A PARTY TO THESE TERMS; AND/OR (II) LICENSEE DOES NOT OFFER NOR WILL OFFER IN THE FUTURE ANY COMPETING PRODUCT; AND / OR (III) LICENSEE IS NOT CONTEMPLATING AN ACQUISITION OF / OR INVESTMENT IN A COMPETING BUSINESS; AND/OR (IV) THE EVALUATION PRODUCT ORDER FORM, OR THESE TERMS, AND/OR ANY ADDENDA SIGNED BY BOTH PARTIES CONSTITUTE A LEGAL AGREEMENT ("AGREEMENT") BETWEEN GTB AND LICENSEE AND IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY LICENSEE. IF A WRITTEN LICENSE AGREEMENT EXISTS BETWEEN AND HAS BEEN EXECUTED, IN WRITING, BY BOTH LICENSEE AND GTB, THE TERMS OF THAT WRITTEN AGREEMENT SHALL TAKE PRECEDENCE OVER THIS AGREEMENT WITH THE TERMS TAKING PRECEDENCE OVER ANY CONFLICTING CLAUSES, AND LICENSEE ACKNOWLEDGES THAT IT IS BOUND BY THE TERMS OF THAT WRITTEN AGREEMENT. LICENSEE'S CONTINUED USE OF THE GTB PRODUCTS SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT.

1. Definitions

"Product" and / or "Products" and / or "Offering" shall mean any of the following: the GTB Inspector as an appliance and/or a virtual machine, the GTB Endpoint Protector, the GTB Data at Rest Manager, GTB Cloud DLP, GTB Data Discovery, GTB Auditor, or any other product and/or service offered and provided in any manner, any or all accompanying documentation, or software modules, or SDK, or software as a service, and / or any and all derivative works thereof or modifications or improvements thereto, or as used, in any way, by Licensee.

"Documentation" shall mean any associated material or documentation made available through GTB websites or by GTB support.

"Intellectual Property Rights" shall mean all copyrights, trademarks, service marks, trade secrets, patent rights (including patents and patent applications), moral rights, and any other proprietary rights.

"Competing Business" means the business of (a) developing, implementing, marketing and/or selling any Company Products or Competing Products or (b) developing, providing, performing, marketing or selling any Competing services.

"Representatives" shall mean the officers, employees, and third-party contractors and other agents of the Licensee, it being understood, and Licensee hereby warrants, that all Representatives having using or having access to a Product shall be subject to the terms and conditions of this Agreement.

"Residuals" means Proprietary, or Confidential, or Product, information disclosed in either tangible or non-tangible form that may be retained in the memories of the Licensee and its representatives or end-users.

"Services" shall mean access to and / or use of GTB's software as a service or self-hosted image, as applicable.

"Support" shall mean any support provided by GTB.

2. Product Order Form

The term "Product Order Form" means GTB's standard Product Order Form or any other ordering method, including and not limited to a web or electronic download.

3. Acknowledgement of Product Evaluation

Licensee and GTB acknowledge and agree that the Product is being supplied to Licensee as a Customer without charge in exchange for Licensee's evaluation of the Product for Licensee's use solely as a Customer of GTB. If Licensee desires to evaluate Product for other reasons, including, but not limited to, that of benchmark reporting then Licensee is to immediately contact GTB for prior written permission to proceed with an evaluation.

4. License

a. Grant of License. GTB grants Licensee a royalty-free, nonexclusive, nontransferable license to use the Product, subject to all terms and conditions of this Agreement.

b. Term of License. The license granted by this Agreement shall be for the evaluation period as specified in the Evaluation Product Order form or no longer than 30 days from date of Product receipt if evaluation requested via a telephonic, web and/or email order; unless earlier terminated by either party. Upon expiration of the license, Licensee agrees to comply with Subsections 4.e and 4.f of this Agreement.

c. Termination by Licensee. Licensee may terminate the license granted by this Agreement by providing written notice to GTB stating the effective date of the termination. Licensee agrees to comply with Subsections 4.e and 4.f of this Agreement within fifteen (15) days of the effective date of the Agreement's termination by Licensee.

d. Termination by GTB. GTB may terminate the license granted by this Agreement by providing written notice to Licensee stating the effective date of the termination. Licensee agrees to comply with Subsections 4.e and 4.f of this Agreement within fifteen (15) days of the effective date of the Agreement's termination by GTB.

e. Return of Product. Upon termination of the license granted by this Agreement, Licensee agrees to (i) return to GTB the Product and all copies of the Product, including any copies of computer programs on magnetic media, any written materials, any and all components or accessories

included with Product, including but not limited to power or network cables, rack-mount rails and screws, keys, network taps and (ii) delete from all computer systems all copies of the Product. If Product received via a electronic transmission, Licensee agrees to destroy all materials.

- f. Return Shipping. Licensee agrees to (i) return ship Product via United Parcel Service, DHL Worldwide Express or FedEx, (ii) return Product in original box and packing material to the GTB address listed in the Evaluation Product Order Form, and (iii) provide GTB with return Product's shipment tracking or air bill number(s) to serve as proof of shipment.
- g. If Licensee fails to return the Product as provided by Section 4.e or 4.f or if Licensee returns Product in other than its original condition or with missing components or accessories or in damaged condition Licensee shall pay GTB the amount set forth on GTB's price list.

5. Evaluation

- a. Role of GTB. GTB agrees to provide telephone and/or online support to assist Licensee in using and evaluating the Product.
- b. Role of Licensee. Licensee agrees to use and evaluate the Product for the sole purpose of discussing a negotiated purchase / license transaction as an end-user ("Purpose"), that is mutually agreeable between the parties. Licensee agrees to provide GTB with the results of Licensee's use and evaluation of the Product, including any defects found in the Product and any information necessary for GTB to evaluate such defects, and recommendations for changes or modifications to the Product. Such results may be reported verbally.
- c. **Licensee agrees, represents and warrants** that Licensee shall not dilute, tarnish, degrade, disparage including but not limited to any negative statement (either oral or in print), or otherwise reflect adversely on GTB or its business, employees, products or services, in any way or manner, including referencing any of the GTB products under an alias name or label. The parties agree and acknowledge that this Section 5.c is a material part of this Agreement, the absence of which would have resulted in GTB refusing to enter into this Agreement.

6. Beneficial Use

Licensee agrees that if the Product is used beyond the initial term of the evaluation period and if Licensee derives material benefit from use of the Product, such use shall constitute Beneficial Use to Licensee and GTB may issue an invoice to Licensee for the license and purchase of the GTB Products at the current GTB list prices under GTB's standard license agreement. Any such invoice shall be due immediately upon receipt of the invoice. Licensee shall be responsible for any sales, use, property or similar tax or assessment with respect to the GTB Products.

7. Right of GTB to Use Licensee's Evaluation

- a. Licensee agrees that GTB shall have the right to use, in any manner and for any purpose, any information gained as a result of Licensee's use and/or evaluation of the Product. Such information shall include but not be limited to changes, modifications and corrections to the Product. GTB shall have the right to use and incorporate, at its sole discretion, all such information, into computer programs and documentation for assignment, license, or other transfer to third parties. Notwithstanding the foregoing, GTB shall not without the prior consent of the Licensee include the name of Licensee in any public announcements, news releases, advertising or any marketing or sales program.

8. No Obligation to Support Product

- a. Except as expressly set forth in Subsection 5.a of this Agreement, GTB shall have no obligation under this Agreement to correct any bugs, defects or errors in the Product or to otherwise support or maintain the Product.

9. Ownership of Product

- a. Licensee acknowledges and agrees that GTB and/or its suppliers owns all rights, title and interest in and to the Product, including but not limited to any and all associated Intellectual Property Rights in the Product and any and all changes, modifications, corrections or derivative works of the Product.
- b. If Licensee develops, or is ever held or deemed to own any right, title or interest (including, without limitation, any Intellectual Property Rights, moral rights or trade secret rights) in or to: (a) the Product (including any changes, modifications or corrections thereto) and/or (b) the suggested improvements or suggested enhancements to the Product from Licensee ("Feedback"), then Licensee hereby irrevocably assigns to GTB all such right, title and interest. Such assignment includes all rights in or to any invention, work of authorship, mask work, idea, information, feedback or know-how (whether or not patentable) that is conceived, learned or reduced to practice in the course of performance under this Agreement and any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights, mask work rights, sui generis database rights and all other intellectual and industrial property rights of any sort with respect thereto that in any way relate to or constitute the Feedback or the Product. In the event that any such rights (including, by way of example and without limitation, "moral rights," or other similar rights) cannot be assigned, Licensee hereby agree to waive enforcement worldwide of such rights against GTB and hereby grant to GTB an exclusive, fully paid, worldwide, irrevocable, perpetual license, with right to sublicense through multiple tiers of sub-licensees, to use, reproduce, create derivative works of, publicly perform, publicly display, transfer, assign and distribute in any medium or format, whether now known or later developed, any and all property that is subject to such rights. You agree to take any action reasonably requested by GTB to evidence, perfect, obtain, maintain, enforce or defend the foregoing, including executing any and all documents necessary to implement and confirm the letter and intent of this Agreement. During and after this Agreement and / or License Term, Licensee, will not assert, nor Licensee authorize, assist, or encourage any third party to assert, against GTB or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Product &/ Service Offerings.
- c. **Licensee Represents and Warrants** that: i. Licensee will not contest, or challenge or oppose any of GTB's Intellectual Property Rights associated with the Products nor will Licensee advise or consult with any party engaging in any such contest, or challenge or opposition, ii. Licensee does not or will not offer a competing product for sale or license, iii. Licensee will not develop and /or acquire software, hardware, and other technology for its own products, services, and / or develop or acquiring similar products without obligation to disclose; iv. Licensee will not use the Residuals for any purpose.
- d. The entire Section 9, Ownership of Product, shall survive the expiration or termination of this Agreement and may not be superseded by any future agreement.

10. Confidentiality and Restrictions

- a. Acknowledgement of Trade Secrets. Licensee acknowledges and agrees that the Products contain valuable trade secrets, proprietary and confidential information owned by GTB, reflecting substantial investments by GTB, including but not limited to the development status of the Product, the functionality of the Product, the appearance, content and flow to the software's screens, the method and pattern of user interaction with the Product, the content of the Product documentation and any written or oral information disclosed by GTB or observed or otherwise acquired by Licensee in relation to the Software or any information related to GTB's business (including but not limited to source code, object code, accompanying documentation, product performance, the terms and conditions of this Agreement, and GTB's pricing models) are proprietary and are considered Confidential Information. Licensee therefore further agrees that if Licensee breaches any of its obligations under this Agreement, GTB shall, in addition to any other remedies available hereunder, be entitled to injunctive relief from a court of competent jurisdiction without the need to post any bond or demonstrate actual damages.

- b. **Restrictions.** Licensee agrees that Licensee and its employees, contractors or affiliates shall not, directly or indirectly: (i) sell, lease, assign, sublicense or otherwise transfer; (ii) duplicate, reproduce, build or copy, or allow disclosure in the public domain; (iii) conduct any stress tests, competitive benchmarking or analysis on, or publish, disclose, divulge or otherwise make available, including but not limited to: benchmark results, vulnerability scans and / or tests, comparison results of any kind or performance test results to any third party; (iv) use except as authorized by this Agreement; (v) decompile or otherwise analyze for reverse engineering purposes the Product, including all trade secrets and confidential information therein; (vi) try to reconstruct or discover GTB's manufacture level of access or alternate access level other than the standard access method provided by GTB; (vii) Licensee shall take all precautions to prevent inadvertent disclosure of the Product, including all trade secrets and confidential information therein; (viii) Licensee agrees to maintain confidentiality of the Confidential Information (including but not limited to any and all information related to GTB's business) and not to use or disclose such Confidential Information except to Licensee's employees who need to know such Confidential Information in the course of the performance of this Agreement; (ix)) access or use the Product, Services or Documentation for purposes of competitive analysis of the Product, Services or Documentation, the development, provision, or use of a competing software service or product, or any other purpose that is to GTB's detriment or commercial disadvantage;
- c. **No Disclosure to Third Parties.** Without in any way limiting Subsection 10.b, Licensee will not disclose any Confidential Information to third parties except those Associates of such party who are required to have the information in order to carry out the discussions of the Purpose, nor will Licensee use any Confidential Information in any way detrimental to GTB.
- d. Licensee specifically acknowledges and agrees that it shall not permit any third party (affiliates and / subsidiaries included) including but not limited to websites or social media such as LinkedIn, YouTube, Twitter nor any employee representative or agent thereof that develops, markets or licenses any form of intellectual property or computer programs with functionality similar to the Product, to have access to the Product or to any trade secrets, opinions on the Product, GTB, and/or confidential information therein, **including evaluation results**; without express written approval by GTB. The obligations in this Section 10, Confidentiality, shall continue for a period of twenty-five (25) years following the expiration or termination of the Agreement and may not be superseded by any future agreement made between the parties. The parties' obligations under this Agreement shall survive termination of this Agreement with respect to information that constitutes a trade secret or sensitive information which one should reasonably consider a trade secret or otherwise confidential and / or proprietary, for as long as such information remains a trade secret or confidential or proprietary, and shall be binding upon the parties' successors and assigns.
- e. **Competing Business.** Licensee represents and agrees, as a condition of the access to the Product(s), that Licensee is not directly or indirectly conducting a Competing Business and will not conduct a Competing Business, in the future, without obligation to GTB.

11. No Warranty

Licensee and GTB agree that the Product is provided "AS IS" and that GTB makes no warranty as to the Product. GTB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE PRODUCT, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS AGREEMENT.

12. Limitation of Liability

- a. **Damages Limitation.** In no event shall GTB be liable for any damages, whether in contract or tort (including negligence), including but not limited to direct, consequential, special, exemplary, incidental and indirect damages, arising out of or in connection with this Agreement or the use, the results or use, or the inability to use the Product.
- b. **Data Protection.** Licensee agrees that it shall have the sole responsibility for protecting its data in connection with the Product.

13. No Assignment

Licensee may not assign or otherwise transfer in any way the rights and obligations arising out of this Agreement without the prior written consent of the other party.

14. Liquidated Damages. The parties acknowledge that damages resulting from a breach of this Agreement by Licensee are difficult to determine and/or quantify. Therefore, for each breach of any provision of this Agreement and without prejudice to GTB's right to seek other remedies at law or in equity the Licensee shall pay to GTB liquidated damages in the amount of USD 500,000.00 (five hundred thousand). Additional claims by GTB resulting from the breach of these provisions remain unaffected. Such liquidated damages will be set off against any other damage awards to GTB resulting from the breach.

15. Other Provisions

- a. **Independent Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between GTB and Licensee.
- b. **Waiver.** Failure of either party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement shall be without prejudice to any other right or remedy provided by law or equity.
- c. **Severability.** If any term or provision of this Agreement should be declared invalid by a court or competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying invalid term or provision.
- d. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been given three (3) days after mailing by first class certified mail, postage prepaid, or on receipt by E-mail to the address listed on the Evaluation Product Order Form or company website.
- e. **Integration.** This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Although Licensee may use its standard purchase order and GTB may use its standard order acknowledgement and invoice, the terms and conditions of this Agreement or GTB's solution terms and conditions (available at <https://gttb.com/wp-content/uploads/2016/02/GTB%20Technologies%20T&C.pdf>) will prevail and control over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force or effect. In the event of a conflict between the terms of any Non-Disclosure and this Agreement, the terms of this Agreement shall control.
- f. **Amendments.** GTB reserves the right, at its sole discretion and without notice to Licensee, to change, modify, add or remove portions of this Agreement at any time; with the most current version found at <https://gttb.com/wp-content/uploads/2016/02/gtbevaltermsFinal.pdf> or Licensee can email a request to receive the most recent version to info@gttb.com.
- g. **Force Majeure.** Except for payment due, neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation fire, natural disaster, earthquake, accident, viral outbreak or other acts of God ("Force Majeure"), provided that the party seeking to delay its performance gives the other written notice of any such Force Majeure within 15 days after the discovery of the Force Majeure, and

further provided that such party uses its good faith efforts to cure the Force Majeure. If there is a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure. This Article shall not be applicable to any payment obligations of either party.

- h. **Export Compliance Restrictions, Assurance & Regulation.** The Products cannot be exported or re-exported. Licensee acknowledges that the Products and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. The Licensee acknowledges that all hardware, software, source code and technology (collectively, "Products") obtained from GTB are subject to the United States ("US") government export control and economic sanctions laws. The Licensee assures that it, its subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release any Products or direct product thereof to any destination, person, entity or end-use prohibited or restricted under US laws without prior US government authorization to the extent required by applicable regulation. This requirement shall survive any termination or expiration of this Agreement.
- i. **Government Restrictions.** If software or services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the software, services and related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101. The software and documentation consist of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users license the software and documentation with only those terms and conditions set forth herein. The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Vendor. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.
- j. **Governing Law.** The law of the State of Florida applies to this Agreement and the rights, duties and obligations of the parties hereto. The state and or federal courts in Palm Beach County, Florida, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Palm Beach County, Florida or to in personam jurisdiction, provided that service is effective. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court.
- k. **Effective Date.** This Agreement shall take effect on the date Licensee executes any type of Evaluation Product Order or receives the evaluation products and / or services, in any form, or signs up for an evaluation download or issues a Purchase Order (PO).
- l. **Survival.** The provisions of Sections 5c, 8, 9, 10, 11, 12, 14-15 shall survive termination or expiration of this Agreement.
- m. **BASIS OF BARGAIN. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**
- n. **Review by Counsel.** You acknowledge and agree that you have been advised to consult with an attorney prior to accepting this Agreement and / or downloading any Product and / or Documentation. You also acknowledge and agree that this Agreement is voluntarily entered into by you in consideration of the undertakings by GTB as set forth in this Agreement and is consistent in all respects with any discussions by GTB's personnel or representatives with you.
- o. **Headings.** Paragraph and section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
- p. **Third Party Programs.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third-Party Programs.
- q. **Equitable Relief.** The Parties agree that breach of this Agreement would cause GTB irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, including but not limited to Liquidated Damages, GTB will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- r. **Representative Non-Competition.** Licensee (including its Affiliates and/or subsidiaries) shall not hire nor attempt to hire any employee or affiliated representative from GTB (including its Affiliates and / or subsidiaries) without prior written agreement.
- s. **Reservation of Rights.** All rights not expressly granted are reserved by GTB.